

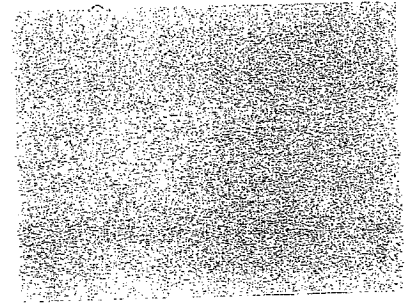
Iowa Falls

Teamsters #238 (Public Works)

7/1/2005 6/30/2008

IOWA FALLS / TEAMSTERS #~~650~~238

05-08



AGREEMENT BETWEEN CITY OF IOWA FALLS, IOWA AND

TEAMSTERS LOCAL UNION ²³⁸~~650~~, MASON CITY, IOWA

(CITY EMPLOYEES)

2005-2008

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE</u>
I	Recognition	-3-
II	Stewards	-3-
III	Union Business	-3-
IV	Dues/Credit Union Checkoff	-4-
V	Leave of Absence	-4-
VI	Regular Shift	-4-
VII	Bulletin Board	-5-
VIII	Funeral Leave	-5-
IX	Staff Reduction	-5-
X	Court Leave	-6-
XI	Volunteer Service by Employees	-6-
XII	Call Back Time	-6-
XIII	Equipment and Safety	-7-
XIV	Sick Leave	-7-
XV	Vacation	-8-
XVI	Holidays	-9-
XVII	Health Insurance	-10-
XVIII	Residency	-11-
XIX	Physical Examinations	-11-
XX	License Requirement	-11-
XXI	Grievance Procedure	-11-
XXII	Employee Evaluation Procedures	-13-
XXIII	Wages and Salaries	-14-
XXIV	Vacations and Duty Holidays - Scheduling	-15-
XXV	Bidding	-15-
XXVI	Duration	-16-

AGREEMENT BETWEEN CITY OF IOWA FALLS, IOWA AND
TEAMSTERS LOCAL UNION 650, MASON CITY, IOWA

(City Employees)

AGREEMENT

This agreement is made and entered into by the City of Iowa Falls, Iowa, hereinafter referred to as the City, and Teamsters Local Union 650, Mason City, Iowa, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I

RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for the following unit:

Included: All full time and regular part time employees of the City of Iowa Falls, Iowa, employed in the water department, sanitation department, street department and mechanic's department.

Excluded: Members of the police department, employees of the administration department, finance department, electrical department, building department, parks department, waste/water department, library, volunteer fire department, all elected officials, all clerical employees, supervisors, including: foremen, sanitation department, street department, water department, head mechanic and all others excluded by Section 4 of the Act.

ARTICLE II

STEWARDS

The City recognizes the right of the Union to designate two job stewards for each shift to handle Union business. Such business of the Union, however, shall not interfere with the duties of the employee and such activities shall not cause any disruption of the employer's operation, nor shall any Union business be carried out on City time.

ARTICLE III

UNION BUSINESS

The City agrees to grant time off without discrimination or loss of seniority rights and without pay to one employee designated by the Union to attend a Labor Convention to serve in any capacity on any other official Union business, necessary and reasonable times not to exceed three days in any calendar year for the purpose of attendance by the employee at a Labor

Convention or for the purpose of service in any capacity on any other official Union business provided that forty-eight (48) hours written notice is given to the City by the Union prior to the taking of such leave which notice shall specify the length of time requested. The said leave shall be granted by the City provided that granting of such leave shall not result in a disruption of the City's operation due to lack of available employees.

ARTICLE IV

DUES/CREDIT UNION CHECK OFF AND AUTHORIZATION

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or assessments of the local Union having jurisdiction over such employees and agrees to remit to said local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union agrees to hold the employer harmless from any liability incurred by the deduction of Union dues, or initiation fees from the wages of any employee in the bargaining unit as provided by this section. Employees may also designate in writing an amount to be withheld from the employee's compensation and deposited directly to a credit union designated by the union.

ARTICLE V

LEAVE OF ABSENCE

Any employee desiring an unpaid leave of absence from employment shall secure written permission from the City Manager, prior to starting the leave of absence (a copy of the written permission shall be furnished to the Union.) The maximum leave of absence shall be for 30 working days. Failure to comply with this requirement shall result in loss of seniority rights. An employee shall not use this Article to be gainfully employed elsewhere.

ARTICLE VI

REGULAR SHIFT

Except for emergencies and snow removal, vacations and holidays herein, employees shall work regular shifts of eight (8) hours per day to be assigned on Monday through Friday inclusive between the hours of 6:00 a.m. and 5:00 p.m. on such days from November 1, to April 30, and between the hours of 6:00 a.m. to 3:00 p.m. from May 1 to October 31. Employee work weeks shall be 40 hours per week. Employees shall receive compensation at the rate of 1½ times the regular annual salary of the employee divided by 2,080 hours for all hours worked in excess of 8 hours per day or 40 hours per week. Emergency or snow removal time shall be offset against regular shift time.

Street Department Only. Street Department hours shall normally be Monday through Friday from 6:30 a.m. until 3:00 p.m., however, it is recognized that the work day may start earlier than 6:30 a.m. for certain duties.

ARTICLE VII

BULLETIN BOARD

The Union shall have the right to maintain a bulletin board on the City's premises to post notices that the Union shall deem necessary. Only the steward of the department affected shall have the authority to remove notices from the bulletin board which have been posted by the Union. The bulletin board shall be marked "Teamster Local Union No. 828" and shall be located in the lunch room or other suitable room agreeable to the Union and the City.

ARTICLE VIII

FUNERAL LEAVE

In case of the death of a person in the immediate family of the employee, the employee shall be allowed time off with pay, not to exceed three continuous working days. Immediate family of the employee includes: parents, step-mother, step-father, father-in-law, mother-in-law, sister-in-law, brother-in-law, brothers, sisters, grandparents and grandchildren. Funeral leave in excess of three continuous working days may be granted for the death of a person in the immediate family by the City Manager with or without pay and the granting or denial of pay for such additional leave shall be non-grievable. Attendance at funerals of persons other than the immediate family shall be on the approval of the City Manager, denial of which shall not be grievable. An employee shall be allowed five continuous working days off with pay in case of the death of the employee's spouse, child, or a step-child of the employee. An employee may be allowed one working day off with pay to attend the funeral of an aunt or uncle of the employee.

ARTICLE IX

STAFF REDUCTION

Whenever in the sole and exclusive judgment of the City, it is necessary to reduce the working force, the employee with the most recent date of hire shall be laid off first. Persons laid off for staff reduction shall have recall rights for a period of two years after layoff. An employee shall be called in the inverse order of layoff. In the event of recall, the City shall mail a notice of recall to the last known address of the employee on file with the City and the employee shall have three days to respond to the notice of recall and two weeks to report for duty. In the event that the employee fails to respond or fails to report, the employee shall forfeit recall rights. Part time employees, if any, shall be laid off prior to reduction of full time employees.

For the purpose of this article, the person to be reduced by staff reduction procedure shall be the person with the most recent date of hire with the City who is in the department in which staff reduction is to take place, provided, that any person terminated from the street department or the sanitation department under this article would have an opportunity to replace an employee in the other department (sanitation or street) with a more recent date of hire if such person is qualified to do the work of the less senior person to be replaced.

ARTICLE X

COURT LEAVE

Any full time employee who is selected for jury duty or is subpoenaed as a witness in a court of competent jurisdiction shall receive a paid leave of absence for the time spent on such duty. The compensation received by the employee from the court will be turned over to the City with the exception of reimbursement paid by the court for meal and travel expenses incurred by the employee. If any employee is summoned by a plaintiff or a defendant in a proceeding involving or arising from outside employment or personal business, the employee shall not be entitled to a leave with pay, but may use accrued vacation to offset the lost time.

If the employee is discharged from the jury before the work day ends he must report immediately to the employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

ARTICLE XI

VOLUNTEER SERVICE BY EMPLOYEES

Employees who serve on the city volunteer fire department, ambulance department or volunteer police reserve shall not receive any reduction on pay for regular work hours missed while called to serve in any emergency in which the volunteer department calls the employee to serve. An employee shall not answer for service in the volunteer organization if such service would cause a serious disruption of city operations.

ARTICLE XII

CALL BACK TIME

Any employee called to work other than the regular shift of such employee shall be guaranteed two hours of pay at the overtime rate even if the call back is for less than one hour. If call back is for more than two hours, the employee will be paid for the actual time spent at the overtime rate.

ARTICLE XIII

EQUIPMENT AND SAFETY

Employees shall not be required to operate any vehicle that will not pass the Iowa Department of Transportation safety inspection requirements.

ARTICLE XIV

SICK LEAVE

- A. Accumulative Benefit. Each employee shall be entitled to sick leave for personal illness of the employee, or maternity or injury of the employee with full pay on the following basis:

First and all subsequent years: Sick leave shall accumulate at the rate of 1½ days per month to a maximum of 18 days per year.

Unused sick leave can be accumulated from year to year with a maximum accumulation of 120 days which shall include accumulated carryover from the previous years and sick leave in the present year.

Employees on staff prior to July 1, 1983, shall begin the contract year with accumulated sick leave equal to one day per month of prior service reduced by any sick leave used from the date of hire to July 1, 1983, which total net accumulation shall not exceed 120 days..

- B. Use of Sick Leave Days. Sick leave days may be used in either full or one-half day units for physical or mental personal illness, bodily injury, medically related disabilities including disability resulting from pregnancy and childbirth, or contagious diseases suffered by the employee:
1. Which require the employee's confinement;
 2. Which render the employee unable to perform assigned duties; or
 3. When performance of the performed duties jeopardize the employee's health or recovery;
 4. Sick leave will also be granted for medical appointments during the week day which may not be scheduled except during work hours.
- C. In the event an employee shall utilize sick leave for any illness or condition exceeding three consecutive work days, the City shall have the option of requiring a doctor's certificate from the employee's physician or practitioner or the City may require that the employee submit to examination by a physician or practitioner of the employer's

choosing to provide such certificate. Nothing herein shall permit the City to have confidential medical records of the employee.

- D. Reporting - Employees must communicate illness and the taking of sick leave no later than the hour at which the employee normally reports for work.
- E. Terminating employees with 5 years of prior continuous service to the City shall be paid 20% of accumulated sick leave not exceeding a total of 24 days.
- F. With the employee's consent, sick leave may be used to supplement workmens compensation benefits provided that the total amount received from workmens compensation benefits and sick leave benefits shall not exceed the employee's regular net compensation in any pay period.
- G. Record of Accumulation. Employees may examine records of accumulation and accounting of sick leave days on file in the office of the City Manager.
- H. The City Manager may permit additional paid or unpaid leave to an employee in excess of those set forth herein, the granting or denial or the payment or non-payment of which shall not be grievable under this agreement.

ARTICLE XV

VACATION

Full time and permanent employees shall be entitled to paid vacation as follows:

<u>Year of Employment--Continuous Service:</u>	<u>Vacation Time:</u>
Completion of year 1	2 weeks
Completion of 7 years	3 weeks
Completion of 15 years	4 weeks
Completion of 20 years	(4 weeks plus 1 extra day of vacation for each year worked past the 20th year.)

Years of employment shall be determined by the anniversary date of each employee. When an employee reaches his or her anniversary date in the 1992 calendar year, vacation accrued at the following rate shall be awarded:

Year 1 through Year 6 -- .83 days x months worked after January 1 in that calendar year.

Year 7 through Year 14 -- 1.25 days x months worked in that calendar year after January 1, 1992.

Year 15 through Year 20 -- 1.67 days x months worked in that calendar year after January 1, 1992.

Year 21 and beyond -- 1.67 plus (.084 for every year worked beyond the 20th year) x months worked in that calendar year after January 1, 1992.

After computing an employee's vacation earned, any days that are not full days may be bought back by the City. Such partial days will be computed into hours and multiplied by the employee's hourly rate to determine the amount if the City desires to purchase those hours. Those hours may be paid on the first check issued following the employee's anniversary date. Any partial day not purchased by the City shall be carried forward to the following year. Vacation shall be awarded after the year of accrual on the employee's anniversary date. With the exception of any partial day purchased by the City, vacation awarded on an anniversary date must be used by the following anniversary date or the same will be lost. If vacation is requested and is unreasonably denied, such vacation shall be carried over to the following year, or may be purchased at the City's option.

No payment in cash shall be made for accrued but uncredited vacation time, except to terminating employees for accrued vacation in the year of termination and for all vacation time carried over to the year of termination.

No vacation accrual will occur during unpaid leaves.

All vacations must be scheduled and approved by the City Manager's office. Employees with the longest continuous service in the bargaining unit shall have priority in requesting vacation time and the scheduling thereof.

ARTICLE XVI

HOLIDAYS

The following are observed paid holidays:

1. New Year's Day, January 1
2. President's Day
3. Memorial Day
4. Independence Day

5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day
9. Day before or day after Christmas Day
10. Floating holiday to be approved by the Department foreman.
11. Floating holiday to be approved by the Department foreman

If a holiday falls on a Saturday, it shall be recognized on Friday. If a holiday falls on a Sunday, it shall be recognized on Monday.

The above schedule shall be varied for employees in the sanitation department in that such employees shall have 3 floating holidays in lieu of the day after Thanksgiving, the day before Christmas and President's day. Such floating holidays may be taken by such employees on days mutually agreed to by the City and the employee.

Employees required to work holidays will be paid at the overtime rate for the holiday work.

An employee shall forfeit the right to payment for any holiday if there is an unexcused absence (except for illness) on the working day immediately preceding or following such holiday. there shall be no split crews on holidays.

ARTICLE XVII

HEALTH INSURANCE

The City agrees to provide full time employees health insurance coverage which coverages are expressly subject to eligibility requirements of the insurance carrier providing insurance coverage for the City.

Health Insurance. The City shall provide each full time employee the full premium for the purchase of health and hospitalization insurance as specified on Exhibit A attached hereto and made a part hereof by this reference, except that the said plan shall be modified to provide a \$250.00 deductible provision.

In addition to the single person employee coverage, the City shall provide the full premium to each full time employee for the purchase of family health and hospitalization insurance coverage as described on Exhibit A attached hereto. Such coverage shall be paid for each full time married employee only. It is understood that the present insurance plan contains a \$20,000.00 term life insurance benefit for each full time employee.

ARTICLE XVIII

RESIDENCY

City employees need not reside within the city limits of the city of Iowa Falls, Iowa, but must be able to report for work within a reasonable time. City employees shall also have a telephone and report the number to the head of their department.

ARTICLE XIX

PHYSICAL EXAMINATIONS

The City Manager may require employees to pass a physical examination given by a city designated physician at city's expense, or by their own physician at employee's expense.

ARTICLE XX

LICENSE REQUIREMENT

In the event that the City shall require that any employee have a license to perform certain duties which may be required by the City, the State or Federal law, the City shall pay the costs of such license fee. This shall not be construed to require that the City pay for the cost of chauffeur's licenses for city employees. In the event that the City shall require an employee to take training for a license, that the employee is not then qualified for, the City shall pay any expenses required to obtain such training.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. Definitions.

1. A "grievance" is a claim that there has been an alleged violation, misinterpretation, or misapplication of any provisions of this agreement.
2. A "grievant" or "aggrieved person" is defined as the employee making the claim. the Union business agent may file a grievance on behalf of the grievant.

B. Representation. Any employee covered by the terms of this agreement shall have the right to present grievances in accordance with the procedures herein and shall have the right to Union representation at any stage of the grievance procedure.

C. Time Lines.

1. The failure of the grievant to act on any grievance within the prescribed time limit will act as a bar to any further appeal.
2. The time lines specified may, however, be extended by mutual agreement between the grievant and the City.

D. Procedure.

1. Level One.

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the department supervisor or his designee.

2. Level Two.

If the grievance cannot be resolved informally, the aggrieved person shall file a grievance in writing, and at a mutually agreeable time discuss the matter with the City Manager or other person designated by City Council. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement allegedly violated and shall state the remedy required. The filing of the formal, written grievance at step 2 must be within seven working days from the date of occurrence of the event giving rise to the grievance. The City Manager or other person designated by the City Council shall make a decision on the grievance and communicate the same in writing to the grievant within ten working days after receipt of the formal written grievance.

3. Level Three.

In the event the grievance has not been satisfactorily resolved at the second level the grievant may request binding arbitration. In such event the grievant shall submit a request for arbitration in writing to the City Manager within fifteen (15) working days after receipt of the decision at Level Two. Thereafter the parties shall have seven working days within which to select an arbitrator. In the event that the parties fail to mutually select an arbitrator within the seven working day period, either party shall have five working days thereafter to make a request to the Public Employees Relations Board for a list of seven potential arbitrators. The parties shall determine by lot which party shall strike a name from the list of seven arbitrators so provided, and the parties will then alternatively each

strike a name from the panel until only one name shall remain. The remaining named arbitrator shall be the arbitrator for the dispute. the arbitrator so selected shall confer with the representatives of the parties and shall hold hearings promptly and shall issue his decision no later than fifteen (15) days from the date of the close of the hearings, or, if oral hearings have been made then from the date of the final submission of statements and proofs on the issues. The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and production of records to assist in making his decision. The arbitrator's decision shall be in writing and set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision on a grievance may not change, nullify or amend the terms, conditions or provisions of this agreement, and the arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Union or the City. The decision of the arbitrator must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

Costs of the services of the arbitrator, including actual and necessary travel, subsistence, expenses and the cost of any hearing room shall be borne equally by the City and the Union. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE XXII

EMPLOYEE EVALUATION PROCEDURES

Employees shall be evaluated under the following procedures:

1. The City by its supervisor shall acquaint each employee with the evaluation procedures, criteria, and instrument which will be used to evaluate the employee's performance. The instrument used shall be uniform for all employees.
2. A first year employee may be formally evaluated in writing twice during the first year of employment. All other employees shall be evaluated once each year.
3. A copy of each formal written evaluation shall be given to the employee and signed by both the evaluator and the employee at a conference to be held within ten (10) days following the completion of the form. During the conference, the employee shall be apprised in writing of areas in need of

improvement, and shall be given not less than fifteen (15) days for eliminating the difficulties noted.

The employee's signature shall not be construed as his agreement with the evaluation, but rather his awareness of the content of the evaluation.

4. If the employee feels his formal written evaluation is incomplete, inaccurate or unjust he may within fifteen days put his comments and objections concerning the evaluation in writing, sign them, and have them attached to the copy of the evaluation report to be placed in his personnel file. The file copy of such objections shall be signed by the evaluator to indicate the evaluator's awareness of the content of the objections.

ARTICLE XXIII

WAGES AND SALARIES

All full time employees for the period from July 1, 2005 through June 30, 2008 shall be compensated at the annual rates described below:

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
A. WATER DEPARTMENT (Utility Operator)			
Beginning salary	\$29,477.00	\$30,288.00	\$31,121.00
After one year of service	\$30,864.00	\$31,713.00	\$32,585.00
B. SANITATION DEPARTMENT			
Sanitation Laborer	\$27,850.00	\$28,616.00	\$29,403.00
Sanitation Driver	\$29,477.00	\$30,288.00	\$31,121.00
Assistant Foreman	\$30,864.00	\$31,713.00	\$32,585.00
C. STREET DEPARTMENT			
Street Department Operator	\$29,477.00	\$30,288.00	\$31,121.00
Assistant Foreman	\$30,864.00	\$31,713.00	\$32,585.00
D. Standby pay for employees shall be at the rate of 75¢ per hour whenever the City requires an employee to be on standby.			
E. In addition to the foregoing, employees with the following years of service shall receive longevity pay in the following amounts:			

After 5 years of service	\$20.00 per month
After 10 years of service	\$25.00 per month
After 15 years of service	\$30.00 per month
After 20 years of service	\$35.00 per month
After 25 years of service	\$40.00 per month

Permanent Part time employees shall be compensated at the following rates:

- a. \$9.00 per hour.
- b. If the employee has a Commercial Drivers license required for employment and has worked for the City of 60 days, the hourly rate shall be \$9.50 per hour.
- c. If the employee has a Commercial Drivers license required for employment and has over 10 years prior employment with the City, the hourly rate shall be \$10.00 per hour.

ARTICLE XXIV

VACATIONS AND DUTY HOLIDAYS - SCHEDULING

Preference in scheduling vacations or duty holidays shall be given to employees with the longest continuous employment in the bargaining unit.

ARTICLE XXV

BIDDING

In the event a permanent vacancy in any department under this agreement shall occur (other than a vacancy in the position of assistant foreman), the city shall post for bid in writing such vacancy at least 48 hours prior to hiring a replacement. The bidding employee in any department with the longest continuous employment in the bargaining unit and who is qualified at the time of hiring to fill the position vacated shall be assigned to fill the position. Employees awarded a bid to fill a vacancy must show a proficiency in performing the work of the new assignment or vacancy within 15 work days of the first assignment to perform the specific duties or to operate the equipment necessary in the vacancy or job assignment.

ARTICLE XXVI

DURATION

This agreement shall be in full force and effect upon ratification and acceptance by the parties from July 1, 2005 through June 30, 2008.

ADDENDUM

See attached Dues Checkoff Authorization form which has been added as an addendum.

Dated this 6th day of JUNE, 2005.

EMPLOYEE ORGANIZATION

BY: Ron M. Wheeler

Ron M. Wheeler
Its Chief Negotiator

CITY OF IOWA FALLS, IOWA

BY: Clark E. McNeal

Clark E. McNeal
Its Chief Negotiator

CERTIFICATE AS TO RATIFICATION

On this 6th day of JUNE, 2005, the undersigned hereby certifies that the foregoing agreement was ratified by the members of the bargaining unit represented by the Union, pursuant to the provisions of the Public Employment Relations Act and the rules of the Public Employment Relations Board.

Ron M. Wheeler
Ron M. Wheeler

CERTIFICATE AS TO ACCEPTANCE

On this 20th day of June, 2005, the undersigned hereby certifies that the above and foregoing agreement was accepted by the City Council of the City of Iowa Falls, Iowa, at its meeting held on the 20th day of June, 2005, after making the terms of the said agreement public pursuant to the Rules of the Public Employment Relations Act and the Public Employment Relations Board.

CITY OF IOWA FALLS, IOWA

BY: 

Rocky Lavalley, Mayor

ATTEST:


Brent Hinson, City Clerk